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THE CASE OF THE CONVEX-LIGHTS.

THAT *Richard Reeve* was the Inventor of Lights made with *Concave Glaſs*, for the Publick uſe in the Streets: And had Letters-Patents for the ſole Uſe of the Invention.

Mr. *Samuel Hutchinſon* having Improved the Invention by making the *Glaſs Convex*, came to an Agreement with *Reeve* to join their two Inventions: And thereupon New Letters-Patents, dated in *February* 1683, were obtained in the Name of *Edward Windus* in Truſt for the Aſſigns of *Reeve* and *Hutchinſon*.

Afterwards differences happening between *Hutchinſon* and his Partners, a Suit in *Chancery* was begun againſt him and *Windus*, and a Decree was made the 3*d*. of *March* 1685. for ſettling of the Shares and Proportions of the ſeveral Partners; and that *Hutchinſon* ſhould account to them for the Profits he had or might have made; and that they ſhould account with him in like manner; and that the Partners ſhould have liberty to carry on the Invention; but *Hutchinſon* was to come in for his Share of the Profits, he firſt paying his Proportion of Stock with the n.

The preſent Partners in the *Convex-Lights* Claim under *Reeve* and *Hutchinſon*, moſt of them being Encouraged to Purchaſe by that Decree, which altho made Eight Years ſince, *Hutchinſon* hath not attempted to Reverſe.

Hutchinſon hath not complyed with the Decree; and each Partner hath in carrying on the Invention advanced Eight hundred and twelve Pounds for each Share above the firſt Coſt, beſides all their Trouble and Hazard and the Intereſt of their Money: Neither have they Divided One Penny; but *Hutchinſon* hath advanced nothing, and run no Hazard, and has been a great Gainer by the Shares he has Sold; and yet by the Clauſe in the Bill ſuch Proviſion is made for him, that he is let in to as full an Advantage as any of the Partners, according to the Terms of the Decree.

The *Proviſo* followeth, *viz.*

> *PRovided always, and be it further Enacted by the Authority aforeſaid, That if* Samuel Hutchinſon, *Gent. or his Aſſigns, ſhall pay to the Partners of the Convex-Lights on or before the* 24th. *day of* June, *which ſhall be in the Year of our Lord* 1695. *his and their full Proportion of Money for Stock for his and their Shares, as the other Partners have paid. And do within the ſaid time Agree and Covenant under his and their Hands and Seals to ſtand to and perform all ſuch Contracts and Agreements as are or ſhall be made by the ſaid Partners, Then he the ſaid* Samuel Hutchinſon, *his Executors, Adminiſtrators, and Aſſigns, ſhall and may Have, Hold, and Enjoy the ſame Intereſt and Benefit in the Premiſes, as any of the ſaid Partners do or may at any time Hold and Enjoy, according to their reſpective Proportions.*

Object. *Mr.* Hutchinſon *and his Aſſigns are obliged to ſubmit to an Uncertain Account.*

Anſw. By the Decree the Account is Referred to Dr. *Edisbury*, a Maſter in *Chancery*, whom we are and have been always ready to attend.

Object. *Mr.* Hutchinſon *and his Aſſigns are obliged to ſubmit to all Contracts and Agreements made and to be made by the Partners.*

Anſw. A Copartnerſhip cannot be carried on without Contracts and Agreements: And what Contracts and Agreements have been made by the Partners, were by common Conſent, and according to the beſt of their Judgment, for the Benefit of the Partnerſhip, as may well be preſumed, it being at the great Expence and Hazard of Twenty thouſand Pounds of their own Money: And unleſs it ſhould be taken for granted that they would wrong themſelves, they cannot hurt Mr. *Hutchinſon.*